

SR 99

**ALASKA WAY VIADUCT UTILITY SURVEY AND MAPPING
STATE INTERAGENCY AGREEMENT BETWEEN
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
AND WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES**

AGREEMENT NUMBER GCA 6428

This Agreement is made and entered into between the STATE OF WASHINGTON, Department of Transportation, hereinafter the "WSDOT," and STATE OF WASHINGTON, Department of Natural Resources, 1111 Washington St SE, Olympia, WA 98504-7030, hereinafter the "DNR."

WHEREAS, the WSDOT has a planned project for construction in the City of Seattle, on State Route (SR) 99, titled "Alaska Way Viaduct and Seawall Replacement," hereinafter the "Project," and

WHEREAS, as a result of the Project, certain existing utilities, such as sanitary, sewer, gas valves, water valves and electrical vaults, will be required to be relocated, and the WSDOT desires, for design purposes, to have the existing utilities located within the Project corridor, and

WHEREAS, surveys will be required to identify the locations of existing utilities within the Project corridor, and

WHEREAS, WSDOT does not have the necessary personnel available to provide for these surveys, and

WHEREAS, the WSDOT has requested DNR's assistance to provide the utility survey work, hereinafter the "Work," and

WHEREAS, DNR has the personnel available and the expertise to perform the Work,

NOW, THEREFORE, pursuant to chapter 39.34 RCW and in consideration of the terms, conditions, and performances contained herein, and the attached Exhibits A, B, and C, which by this reference are incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. DNR RESPONSIBILITIES

1.1 DNR shall not begin the Work until WSDOT has notified DNR in writing to begin Work. DNR shall provide qualified staff to perform the Work, in the area as shown on Exhibit A, as follows:

- A. Run a level loop as needed over the newly established control points to 3rd order level of accuracy.
- B. Determine and provide invert elevations, number of pipes, pipe size, material, condition (plugged or flowing), and direction of various pipes connected to the manhole structure.
- C. Locate and inspect both sanitary and storm manholes.
- D. Identify and note the location of water valves, gas valves, and electrical vaults for Project relocating needs.
- E. Collect field data with an electronic data collector compatible with Carlson SurvCE software.
 - 1. Collected electronic field data will be downloaded daily to the WSDOT FTP site. WSDOT will provide instructions for accessing the FTP site.
 - 2. Structure card data will be transferred to the FTP site daily.
 - 3. Copies of all field book notes will be submitted on Monday of each week. Should Monday be a state holiday as identified under Section 6.9, the field book notes will be submitted on the following Tuesday. At the completion of the Work, DNR will transfer copies of the field book notes to the FTP site prior to returning to the DNR office located at 1111 Washington St. S.E., Olympia.
 - 4. Digital pictures will be taken of all drainage structures. Digital pictures will be downloaded daily to the FTP site.
- F. Ensure that appropriate safety gear is worn at all times.
- G. Be familiar with using "Naturals" for back sights.
- H. Complete the Work by January 23, 2010, which may require the field crew to work Monday through Saturday, not to exceed twelve (12) hours per day, excluding state holidays as identified under Section 6.9. Overtime is authorized beyond a regular forty (40) hour work week. The crew is authorized to claim per diem from Monday morning to Saturday afternoon. Travel time of 1.5 hours will be allowed on Monday to get from the DNR office located at 1111 Washington St. S.E., Olympia to the worksite and on Saturday to get from the worksite to the DNR office located at 1111 Washington St. S.E., Olympia. Travel time is included in the total of 12 working hours on the days that require travel to and from the DNR office located at 1111 Washington St. S.E., Olympia.

- I. DNR shall provide required traffic control, such as set up and take down of traffic control devices and flagging. Current Flagger cards shall be required. DNR shall comply with the provisions of Section 4, below.
- J. DNR shall furnish the following materials, tools and equipment for the Work:
 - 1. Total Station,
 - 2. Tripod legs, minimum of 3 sets,
 - 3. Survey grade level, optical is ok,
 - 4. Two range poles,
 - 5. Survey appurtenances such as hammer, tape measure, paint sticks, spray paint, PK nails or brass tacks to be used for transverse points in concrete, etc.,
 - 6. Digital camera,
 - 7. Field books for note taking,
 - 8. Lap top computer with WiFi compatibility,
 - 9. Survey Rig with a light bar or at a minimum a rotating light,
 - 10. Traffic control Survey Crew signs, and
 - 11. Traffic control cones with reflective tape at the top.

2. AGENCY REPRESENTATIVES

2.1 The WSDOT and DNR have designated the representatives for all communications under this Agreement as follows.

WSDOT	DNR
Name	Kyle McKeon
Title	Technical Services Business Manager
Address	P.O. Box 47329 Olympia, WA 98504-7329
Phone	360-704-6305
	William Frare Division Manager
	P.O. Box 47030 Olympia, WA 98504-7030
	Phone number 360-902-1199

- 2.2 All correspondence related to this Agreement shall be through the designated representatives and include agreement number GCA 6428 as a reference.

3. INVOICE, PAYMENT AND COST INCREASE

- 3.1 WSDOT, in consideration of the faithful performance of the Work performed by DNR under this Agreement, agrees to reimburse DNR for the actual direct and related indirect costs of the Work. A cost estimate is provided as Exhibit B. DNR shall provide detailed invoices to WSDOT for Work performed. DNR agrees to provide its last invoice no later than February 10, 2010. WSDOT agrees to make payment within thirty (30) calendar days from receipt of a properly documented and approved invoice. Invoices shall not be submitted more than once per month. A payment will not constitute agreement as to the appropriateness of any item, and at the time of the final invoice, the Parties will resolve any discrepancies.
- 3.2 The Parties estimate that the cost of accomplishing the Work will not exceed a maximum amount of Thirty- Five Thousand dollars (\$35,000.00). In the event unforeseen conditions require an increase in the cost of the Work above the cost estimate, the Parties agree to modify this Agreement by executing a written amendment to address the cost increase pursuant to Section 6.1.
- 3.3 Hotel accommodations will be made by WSDOT, and the WSDOT will directly pay said costs.
- 3.4 WSDOT will not pay costs not identified in Exhibit B, unless DNR requests and WSDOT approves such request in writing prior to DNR incurring such costs.
- 3.5 Overhead costs may be billed and will be paid based upon DNR's federally approved overhead rate as applied to direct salaries and benefits.

4. TRAFFIC CONTROL

- 4.1 WSDOT shall prepare all traffic control plans and obtain the City of Seattle's approval prior to DNR performing Work within city-owned right of way that requires such traffic plans. WSDOT will provide City-approved traffic control plans for DNR's use.

5. RIGHT OF ENTRY

- 5.1 WSDOT has applied for and received a right of entry permit from the City of Seattle as shown in Exhibit C. DNR agrees to comply will all of the terms in Exhibit C.

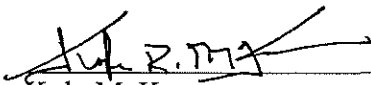
6. GENERAL PROVISIONS

- 6.1 Amendment: This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.
- 6.2 Termination: Either Party may terminate this Agreement, in writing, for any reason. If this Agreement is terminated, DNR shall only be required to perform Work up to the date of termination, and WSDOT shall be liable to pay only for the Work provided or non-cancelable costs incurred prior to the termination date according to the terms of this Agreement.
- 6.2.1 Termination of this Agreement shall not prejudice any rights or obligations accrued to the WSDOT or to DNR prior to termination.
- 6.3 Independent Contractor: The DNR shall be deemed an independent contractor for all purposes, and the employees of the DNR shall not in any manner be deemed to be employees of WSDOT.
- 6.4 Indemnification: To the extent authorized by law, the DNR shall protect, defend, indemnify, and hold harmless the WSDOT, its employees and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from the DNR's performance of the Work pursuant to the provisions of this Agreement. The DNR will not be required to indemnify, defend, or hold harmless the WSDOT if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the WSDOT, or its employees and/or agents. Where such claims, suits, or actions result from concurrent negligence of both Parties, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.
- 6.5 Disputes: In the event that a dispute arises under this Agreement, it shall be resolved as follows: The WSDOT and the DNR shall each appoint a member to a disputes board, these two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. The decision made by this board shall be final and binding on the Parties to this Agreement. The Parties shall equally share in the cost of the third disputes board member; however, each Party shall be responsible for its own costs and fees.
- 6.6 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in Thurston County Superior Court. Further, the Parties agree that each will be solely responsible for payment of its own attorney's fees, witness fees, and costs.

- 6.7 Audits/Records: All records for the Work in support of all costs incurred shall be maintained by DNR for a period of three (3) years after this Agreement has terminated. The WSDOT shall have full access to and the right to examine said records, during normal business hours and as often as it deems necessary. Should the WSDOT require copies of any records over and above those necessary to support regular invoices and those necessary to document finding, conclusions and reports for the Work performed, it agrees to pay the costs thereof. The Parties agree that the Work is subject to audit by either or both Parties and/or their designated representatives, and/or state of Washington and/or the federal government.
- 6.8 Term of Agreement: Unless otherwise provided herein, the term of this Agreement shall commence on January 4, 2010 and end on March 31, 2010 unless terminated sooner as provided in Section 6.2 of this Agreement.
- 6.9 Working Days: Working days for this Agreement are defined as Monday through Saturday, excluding Washington State holidays per RCW 1.16.050.

In WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date last signed below.

**Washington State Department
of Transportation**

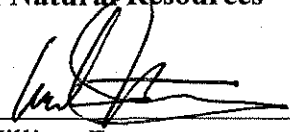


 Kyle McKeon
 Technical Services Business Manager

12-28-09

 (Date)

**Washington State Department
of Natural Resources**

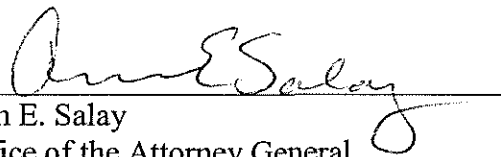


 William Frare
 Engineering Division Manager

12-28-2009

 (Date)

Approved as to form: *FOR WSDOT*



 Ann E. Salay
 Office of the Attorney General

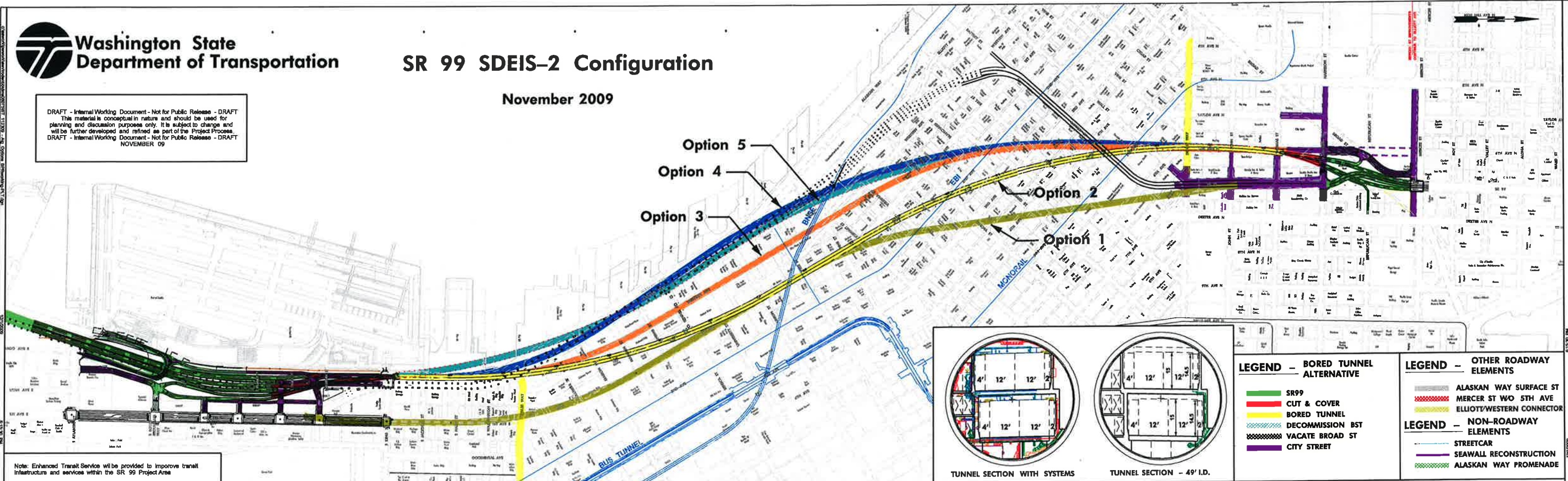
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 Date

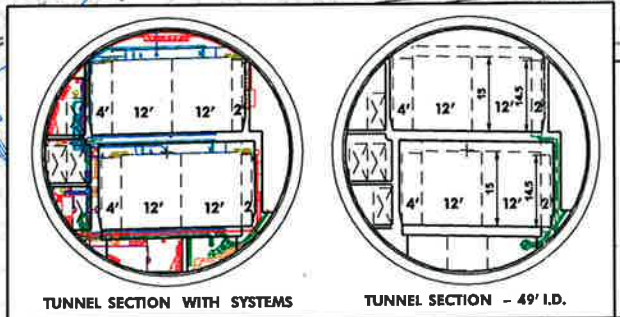
SR 99 SDEIS-2 Configuration

November 2009

DRAFT - Internal Working Document - Not for Public Release - DRAFT
 This material is conceptual in nature and should be used for planning and discussion purposes only. It is subject to change and will be further developed and refined as part of the Project Process.
 DRAFT - Internal Working Document - Not for Public Release - DRAFT
 NOVEMBER 09



Note: Enhanced Transit Service will be provided to improve transit infrastructure and services within the SR 99 Project Area



LEGEND - BORED TUNNEL ALTERNATIVE

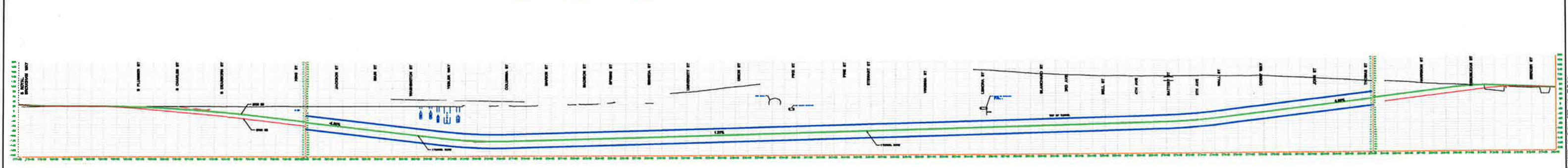
- SR99
- CUT & COVER
- BORED TUNNEL
- DECOMMISSION BST
- VACATE BROAD ST
- CITY STREET

LEGEND - OTHER ROADWAY ELEMENTS

- ALASKAN WAY SURFACE ST
- MERCER ST W/O 5TH AVE
- ELLIOT/WESTERN CONNECTOR

LEGEND - NON-ROADWAY ELEMENTS

- STREETCAR
- SEAWALL RECONSTRUCTION
- ALASKAN WAY PROMENADE



GCA 6428
 Exhibit A
TUNNEL PROFILE

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 NOVEMBER 09

ALASKA WAY VIADUCT UTILITY SURVEY AND MAPPING

GCA 6428 EXHIBIT B ESTIMATED COSTS

Number of workers 2

Term of the contract Jan. 4, 2010 thru Mar. 31, 2010

Term of the work Jan. 4, 2010 thru Jan. 25, 2010 = 18 Workdays

A. Estimated Labor Costs:

Workdays are Monday through Saturday as defined in section 6.9, with a maximum of up to 12 hour per day. The first 40 hours will be charged at regular time and all hours over 40 hours per week will be charged at time and a half.

Rate Charges Per Hour	Salary w/benefits + Overhead @27% = Total Straight Time		
John Linzee	\$36.98	\$9.98	\$46.96
Rick Angelo	\$29.43	\$7.95	\$37.38

Overtime Rate Charges Per Hour	Salary w/benefits + Overhead @27% = Total Straight Time		
John Linzee	\$55.47	\$14.98	\$70.45
Rick Angelo	\$44.14	\$11.92	\$56.06

Estimated hours and costs at regular time per week

Party Chief 40 hrs @ \$46.96/hr = \$1878.40

Inst. Person 40 hrs @ \$37.38/hr = \$1495.20

Regular Hours Subtotal \$3,373.60

Estimated hours at Overtime

Party Chief 32 hrs @ \$70.45 = \$2254.40

Inst. Person 32 hrs @ \$56.06 = \$1793.92

Overtime Hours Subtotal \$4048.32

Total Weekly Labor Costs \$3,373.6 + \$4,048.32 = \$7,421.92

Total Estimated Maximum Project Labor Costs \$7,421.92 per week x 3 weeks = \$22,265.76.

B. Estimated Vehicle Costs:

One Vehicle @\$4.84 per hour x 40 hours straight time + 32 hours overtime = 72 hours per work week.

72 hours per work week x 3 weeks = 216 maximum available hours.

Total Estimated Maximum Vehicle costs is 216 maximum hours x \$4.84 = \$1,045.44.

C. Estimated Per Diem Costs:

Meals = \$71/ day x 18 days = \$1278.00 x 2 workers = \$2556.00

Total Estimated Maximum Per Diem cost is \$2556.00.

D. **Total Maximum Estimate Reimbursable Costs is**

$\$22,265.76 + \$1045.44 + \$2556.00 = \$25,867.20$

Note: Motel Costs will be direct billed to WSDOT. Estimated cost is \$159 /night 15 nights for 2 workers = \$4,770; therefore,

The Total Maximum Estimated Project Costs including Motel Costs is \$30,637.20.



Seattle Dept of Transportation
 Street Use Permits, 23rd Floor
 700 Fifth Ave, Suite 2300
 P O Box 34996
 Seattle, WA 98124-4996

STREET USE PERMIT

Permit No.: 101379

Job No.: TRUCK PERMIT

PERMITTEE

Inspector: Kevin Miller

Inspection District: DOWNTOWN

LOCATION

Address: DOWNTOWN INSPDIST
 Details: VARIOUS LOCATIONS

Application Date: 12/10/09 9:33 am
 Issue Date: 12/10/09 9:35 am

PARTIES (* Primary Applicant)

Role	Name	Address	Phone	From	To
*24 Hour Contact	DONAHUE, JEFFERY	999 - 3RD AVENUE, SUITE 2424, SEATTLE, WASHINGTON, 98104	(206)267-6872		
Permittee	WSDOT	401 2ND AVE S STE 560, SEATTLE, WA, 98104-	(206)464-1225		

PERMITTED USES

Right of Way:	ARTERIAL	DPD #:	To Be Restored By:				
Use	Space	Start Date	Duration	Max Allowed Date	Sq. Ft.	Issued Date	Intended Vacate Date
33A	A	1/1/10	365	12/31/10	0	12/10/09	12/31/10
Use	Space	Description	Conditions				
33A	A	Truck, equipment or other vehicle working within the City of Seattle ROW					

FEES

STREET USE INSPECTOR

Kevin Miller (206) 386-9141

Permittee:

Director Per:

GENERAL REQUIREMENTS

- Nature of permit.** This permit is issued pursuant to the Seattle Municipal Code (SMC), Chapter 15.04, for use and/or occupancy of the public right-of-way consistent with the terms and conditions set forth herein. This permit is wholly of a temporary nature, vests no permanent rights whatsoever, and is revocable pursuant to SMC 15.04.070.
- Acceptance of terms, conditions, and requirements.** Permittee accepts the terms, conditions, and requirements of this permit and agrees to comply with them to the satisfaction of the Seattle Department of Transportation, Street Use Division, or such other agency as may be designated by the City of Seattle. Permittee further agrees to comply with all applicable city ordinances, including but not limited to Title 15 SMC, and all applicable requirements of state and federal law.
- Expiration of permit.** This permit shall remain valid until revoked pursuant to SMC 15.04.070; provided that, the permit shall expire automatically if the authorized work does not begin within six months from the date the permit is issued.
- Superiority of street improvement contracts.** Rights acquired under this permit are inferior to those acquired under existing or future street improvement contracts.
- Compliance with technical requirements and standards.** All work within the public right-of-way must be performed and completed in accordance with requirements set forth in the following technical documents published by the City of Seattle, as now or hereafter amended: Right-of-Way Improvements Manual; Standard Specifications for Road, Bridge, and Municipal Construction; Standard Plans for Municipal Construction; Street and Sidewalk Pavement Opening and Restoration Rule; and Traffic Control Manual for In-Street Work.
- Scope of Work.** The Permittee shall construct the improvements reflected in, and in accordance with, this permit and the City approved construction plans. Any and all revisions, omissions and / or additions to the scope of work shall be reviewed and approved by the City prior to implementation.
- Notification prior to starting work.** Permittee shall be responsible for notifying Street Use Job Start at (206) 684-5270 or SDOTJobStart@Seattle.gov <<mailto:SDOTJobStart@Seattle.gov>> twenty-four (24) to seventy-two (72) hours prior to the start of work and provide the following information:
 Permit Number



- Job Site Address
- Start Date
- Brief Work Description
- Job Site Contact Name and Phone Number

Failure to do so will result in a penalty of \$300, or such other amount as may be established pursuant to SMC 15.04.074.

8. **Coordination of work.** In performing work authorized by this permit, the Permittee shall coordinate with other contractors working in the public right-of-way to minimize the impact to the public.
9. **Hours of work.** Work performed within the public right of way shall occur only during hours authorized under the City of Seattle Noise Control ordinance, codified at Chapter 25.08 SMC, and the Traffic Control Manual for In-Street Work, as now or hereafter amended.
10. **Inspection fees.** Permittee shall pay for city inspections of work authorized under this permit at a rate of \$150 per hour, or such other amount as may be established pursuant to SMC 15.04.074, and to cover all other associated costs.
11. **Billing.** All fees and costs billed pursuant to this permit shall be paid to the City of Seattle within thirty (30) days from the date of the invoice. Any invoice more than ninety (90) days past due will be forwarded for collection. All past due amounts will accrue interest at twelve (12) percent per annum. In the event suit is commenced to collect on unpaid invoices, the prevailing party will be entitled to reasonable attorney fees and costs of litigation.
12. **Deposits, Charges, and Future Billings.** The Permittee is responsible for all permit charges. If a deposit was made for estimated future street use services, any unused portion of the deposit will be refunded to the Permittee. Any charges in excess of the deposit will be billed to the Permittee.
13. **Indemnification.** The Permittee agrees to defend, indemnify, and hold harmless the City of Seattle, its officials, officers, employees, and agents against: (1) any liability, claims, causes of action, judgments, or expenses, including reasonable attorney fees, resulting directly or indirectly from any act or omission of the Permittee, its contractors, subcontractors, anyone directly or indirectly employed by them, and anyone for whose acts or omissions they may be liable, arising out of the Permittee's use or occupancy of the public right-of-way; and (2) all loss by the failure of the Permittee to fully or adequately perform, in any respect, all authorizations or obligations under this Permit.

EXISTING IMPROVEMENTS

1. **Costs of damage to city property and improvements.** Permittee shall be responsible for the costs of repairing any damage to city property or improvements resulting from work performed by or on behalf of the permittee within the public right-of-way.
2. **Utility protection.** The Permittee shall be responsible for checking locations and providing adequate protection for all utilities in the work area.
3. **Notification prior to ground disturbance.** The Permittee shall call Utility Underground Locator Center (1-800-424-5555) a minimum of 48 hours prior to ground disturbance.
4. **Utility relocation.** Any necessary utility relocation shall be at the expense of the Permittee, who shall be responsible for notifying affected utilities and requesting the service relocation.
5. **Survey monuments.** Prior to removing, destroying, disturbing, or covering a survey monument, such that the survey point is no longer visible or readily accessible, Permittee shall obtain a permit from the Department of Natural Resources pursuant to Washington Administrative Code, Chapter 332-120.

RESTORATION

1. **Full and continuous restoration.** The public right-of-way shall be left in original or better condition, continuous with work progress.
2. **Environmental protection.**
 - 2.1 **Best management practices required.** The Permittee shall be responsible for the control of surface runoff, erosion and sediment at the construction site, as required by: the Stormwater code (Title 22 Subtitle VIII SMC), the Standard Specifications for Road, Bridge, and Municipal Construction and Department of Planning and Development Director's Rule 16-2000, as now or hereafter amended. The site and the surrounding area shall generally be kept clean and free of construction debris or other material, including but not limited to mud, dust, rock, asphalt, and concrete. Waste materials shall be collected and disposed of at an appropriate disposal site. These materials shall be prevented from entering any part of the public sewer and storm drain system, and any surface waters.

TRAFFIC CONTROL REQUIREMENTS

1. **Compliance with traffic control manual.** In order to provide safe and effective work areas and to ward, control, protect, and expedite vehicular and pedestrian traffic, signage for all construction within the public right-of-way must comply with the City of Seattle Traffic Control Manual for In-Street Work, as now or hereafter amended. When required, the conditions on the traffic control plan shall supercede any conflicting provisions or requirements in the City of Seattle Manual for In Street Work. A copy of the current City of Seattle Traffic Control Manual for In-Street Work, and approved traffic control plan, when required, shall be kept at the work site.
2. **Lanes to remain open during peak hours.** No moving traffic lanes shall be closed during the following peak hours: 6-9:00 am and 3-7:00 pm in the central business district, and 7-9:00 am and 4-6:00 pm for arterials elsewhere, unless specifically noted on the approved traffic control plan.
3. **Access to business.** Access to all businesses shall be maintained during construction. At least one week prior to starting work within the public right-of-way, Permittee shall notify all potentially affected residents and businesses.
4. **Width of temporary traffic lanes.** Temporary traffic lanes created during this work shall be a minimum of eleven feet in width.
5. **Working within restricted curb spaces.** When the project impacts a restricted curbspace, such as parking stalls, meters, pay stations, and related signage, the Permittee must obtain permission from SDOT Traffic Management prior to the start of work. Contact the SDOT Traffic Engineers at (206) 684-5086 prior to the start of work.



Seattle Dept of Transportation
Street Use Permits, 23rd Floor
700 Fifth Ave, Suite 2300
P O Box 34996
Seattle, WA 98124-4996

STREET USE PERMIT

Permit No.: 101379

Job No.: TRUCK PERMIT

6. **No parking signs.** "No parking" signs shall be placed 72 hours prior to the first day on which parking will be prohibited and shall clearly state the Permittee's name and telephone number. A copy of the "No parking sign" used by Permittee shall be faxed to Seattle Police Department, at (206) 684-5101, using the Notification of Temporary No parking Zone form.
7. **Nighttime Illumination.** Four or more Type B warning lights of sufficient brilliance to be seen from 500 feet, must be maintained at all times during the hours of darkness at the points of obstruction or excavation of any public place.